



**CONTINUING PURE FOOD GUARANTY**

Reser's Fine Foods, Inc. ("Seller") hereby agrees to the following provisions for all deliveries or shipments of food products provided to **PACIFIC FOODS** (the "Buyer") by Seller (the "Products").

1. As of the date of shipment, the Products shall:
  - a. not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act ("FD&C Act"), as amended, including regulations adopted thereunder;
  - b. comply with the Federal Meat Inspection Act ("MPIA") and the Poultry Products Inspection Act ("PPIA") if meat or poultry make up the Products;
  - c. not be articles that are prohibited under the provisions of Section 404 of the FD&C Act from being introduced into interstate commerce;
  - d. be manufactured, handled, stored and distributed from facilities which are appropriately registered, licensed and permitted under Federal, state and local laws, including the Public Health Security and Bioterrorism Preparedness Act of 2002 ("Bioterrorism Act");
  - e. if the Products contain an ingredient additive, comply with the applicable regulations of the FD&C Act pertaining to additives; and
  - f. be labeled in compliance with the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Prop 65").
  
2. This Guaranty is executed by Supplier upon and subject to the following conditions:
  - a. with respect to subsections (1(a) and 1(c) above, Seller does not guarantee against any Products becoming adulterated or misbranded within the meaning of the FD&C Act after shipment or delivery to Buyer, by reason of causes beyond Seller's control.

Any guaranty heretofore given by Seller to Buyer which relates to the subject matter hereof is hereby revoked and this Guaranty shall not be deemed to be modified or otherwise affected by any agreement hereafter entered into by Seller and Buyer unless specific reference to this Guaranty is therein made. This Guaranty shall continue in effect with respect to all Products purchased or ordered by Buyer from Seller until Seller provides written notice of its revocation to Buyer.

This Guaranty is effective as of the Date of Execution below and shall remain in effect unless revoked by the Seller after providing reasonable notice to the Buyer.

Date of Execution: January 21, 2022

Signed: 

Printed: Arletha Parks

Title: Dir. of Regulatory & Consumer Affairs